

3616

CLYDE THOMPSON and
SYBIE A. THOMPSON,
complainants

-vs-

CAMELIA N. HOOPER,
respondent

IN THE CIRCUIT COURT OF
BALDWIN COUNTY

ALABAMA

IN EQUITY SITTING

NO. _____

ANSWER AND CROSS BILL

TO THE HONORABLE HUBERT M. HALL, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY SITTING:

Comes now the Respondent in the above styled cause by her Solicitor and shows unto your Honor as follows:

1. The Respondent admits to the allegations contained in paragraph (1) of Complainants' Bill of Complaint and to the allegations contained in Paragraph (2) of Complainants' Bill of Complaint wherein is alleged the age and residence of the parties.

2. Respondent admits to the allegations contained in paragraph (3) of Complainants' Bill of Complaint wherein Complainants allege the making of the written agreement thereto attached.

3. Respondent denies the allegations contained in paragraph (3) of the Complainants' Bill of Complaint wherein Complainants allege that they have complied in all respects with the said written agreement, and have paid the entire balance of the said purchase price to the Respondent, and that the Respondent has failed or refused to deliver the warranty deed as set out in the said written agreement. And Respondent denies all other allegations in the Complainants' Bill of Complaint.

4. Respondent shows unto your Honor that prior to the commencement of this suit and for many months before the Complainants were in default of the payments as set out in the terms of said agreement; and that Complainants were repeatedly notified that they were in default; and that after calling Complainants' attention to the default and after Complainants failed or refused to comply to the terms of the said written agreement, Respondent notified Complainants that under the terms of the said written agreement the agreement was declared null and void and the payments theretofore made applied as rent.

5. Respondent further shows unto your Honor that Complainants did make a tender of the sum of a check or draft in the amount of \$189.59 as full payment of the purchase price then unpaid, but that this was refused by the Respondent as not being the full amount then due and therefore Respondent refused to give a warranty deed to the Complainants under the terms of the written agreement.

6. Now therefore, the premises considered, the Respondent prays that your Honor will consider this in answer to the Complainants' Bill of Complaint and in the nature of a Cross Bill, and that it be heard at the same time as the Complainants' Bill of Complaint and that upon a final hearing of this cause a decree be rendered declaring the said written agreement null and void and the payments made thereunder applied as rent, and denying Complainants relief, and requiring Complainants by proper writ to surrender possession of the property described in their Bill of Complaint.

The Respondent further prays for such other, different, or general relief as she may be in equity entitled.

Wilson Harper
SOLICITOR FOR RESPONDENT

3616

CLYDE THOMPSON AND
SYBLE A. THOMPSON,
Complainants

-VS-

CAMELLA N. HOOPER,
Respondant

ANDWER AND CROSS BILL

FILED
SEP 23 1955
ALICE J. DUCK, *RD*

CLYDE THOMPSON AND SYBLE A.
THOMPSON,

Complainants and
Cross Respondents,

VS.

CAMELIA N. HOOPER,

Respondent and
Cross Complainant.

)
)
) IN THE CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA
)
) IN EQUITY
)
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ORDER

This cause having been settled between the parties,
and the said parties, by their Attorneys, requesting the Court to
dismiss the said cause, it is, therefore,

ORDERED, ADJUDGED AND DECREED that the said cause be and
it hereby is dismissed. It is further ORDERED, ADJUDGED AND
DECREED that the costs in said cause be taxed one-half to the
Complainants and one-half to the Respondent.

ORDERED, ADJUDGED AND DECREED on this the 9th day of
November, 1955.

Hubert M. Hae
Judge.

CLYDE THOMPSON AND SYBLE A.
THOMPSON,

Complainants and
Cross Respondents,

VS.

CAMELIA N. HOOPER,

Respondent and
Cross Complainant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

FILED

NOV 9 1955

ALICE J. BUCK, Register

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

BOOK 021 PAGE 201

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Camella N. Hooper to appear within thirty days from the service of this writ in the Circuit Court to be held for said County, Equity Side, at the place of holding same, then and there to plead, answer or demur to the Bill of Complaint filed against her by Clyde Thompson and Syble A. Thompson.

WITNESS my hand this 10th day of aug., 1955.

Alice J. Deek
Register. AD

TO THE HONORABLE HUBERT M. HALL, JUDGE OF THE CIRCUIT COURT
OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Your Orators, Clyde Thompson and Syble A. Thompson,
present this Bill of Complaint against Camella N. Hooper and there-
upon your Orators complain and show unto the Court and your Honor
as follows:

1. Your Orators are each over twenty-one years of age
and are residents of Baldwin County, Alabama.

2. The Respondent, Camella N. Hooper, is over the age
of twenty-one years and a resident of Baldwin County, Alabama.

3. On, to-wit, March 25, 1951, your Orators and the
Respondent entered into a written agreement whereby the Respondent
agreed to sell and your Orators agreed to buy the following described
property situated in Baldwin County, Alabama, to-wit:

Commencing at a point on the East side of the Old
Daphne Road which point is 667.50 feet South of
the North line of the Southeast Quarter of Section
16, Township 2 South, Range 3 East, run thence South
22 feet, thence East 210 feet, thence North 22 feet,
thence West 220 feet, to the point of beginning.

A copy of the said written agreement is hereto attached, marked
"Exhibit A" and by reference made a part hereof as though fully
incorporated herein. Your Orators have complied in all respects
with the said written agreement and have paid the entire balance
of the said purchase price, (\$1500) to the said Respondent and the
said Respondent, Camella N. Hooper has failed or refused to deliver
the warranty deed as set out in the said written agreement.

4. Your Orators offer to do equity.

PRAYER FOR PROCESS

Your Orators pray that the Court will take jurisdiction
of the cause made by this Bill of Complaint and that due notice
thereof be given to the Respondent, Camella N. Hooper, in the form
and manner prescribed by law, requiring her to appear and plead,
answer or demur to the said Bill of Complaint in the time and under
the pains and penalties prescribed by law and the rules of this
Honorable Court.

PRAYER FOR RELIEF

The premises considered, your Orators pray for the following separate and several relief:

1. That the Respondent, Camella N. Hooper, be made to specifically perform the said contract with your Orators and convey the above described property to your Orators free of and from all liens and encumbrances.

2. Your Orators further pray for such other, further and general relief as they may be equitably entitled to, the premises considered.



Solicitor for Complainants.

STATE OF ALABAMA

BALDWIN COUNTY

THIS MEMORANDUM OF AGREEMENT made and entered into on this the 25 day of March, 1951, by and between CAMELLA N. HOOPER, hereinafter called the vendor, and CLYDE THOMPSON and SYBLE A. THOMPSON, his wife, hereinafter called the vendees, WITNESSETH:

FIRST: The said vendor hereby contracts and agrees to sell and the said vendees to buy at the price and under the terms and conditions herein set out the following described real property situated in Baldwin County, Alabama, to-wit:

Commencing at a point on the East side of the old Daphne Road which point is 667.50 feet South of the North line of the Southeast quarter of Section 16, Township 2 South, Range 3 East, run thence South 22 feet, thence East 210 feet, thence North 22 feet, thence West 210 feet, to the point of beginning:

SECOND: The vendees will pay to the vendor as the purchase price of the aforesaid property the sum of FIFTEEN HUNDRED (\$1,500.00) DOLLARS, TWENTY-FIVE (\$25.00) DOLLARS of which is paid in cash, the balance thereof namely, FOURTEEN HUNDRED SEVENTY-FIVE (\$1,475.00) DOLLARS, payable TWENTY-FIVE (\$25.00) DOLLARS a month on the 25th day of each calendar month commencing April 25, 1951, together with accrued interest on the unpaid principal at the rate of 6% per annum, payable when and as each installment is paid, such payment shall continue as to principal and interest until the entire purchase money hereunder has been paid in full; the balance of such purchase money shall be and is evidenced by the promissory waive note of the vendees to the vendor, payable as herein provided. The vendees may pay the whole or any portion of the unpaid principal of said purchase money on any installment due date.

THIRD: In addition to the purchase price the vendees will on October 1, 1951 pay to the vendor one-half of the taxes assessed against the above described property for the tax year

1951 and thereafter will assess and pay all taxes and assessments levied against the said property by lawful authorities. The vendees will keep any improvements now or hereafter erected on the said property insured for the full insurable value thereon in an insurance company acceptable to the vendor, with the premiums thereon paid. In the event the vendees shall not pay such taxes or the premiums on such insurance the vendor may pay such taxes and such premiums and any sums so expended shall be an indebtedness secured by the aforesaid property.

FOURTH: Time is the essence of this contract and if the vendees shall be and become in default of any one of the said installments of principal or interest thereon or shall suffer the taxes on the said property to become delinquent or shall fail to keep the said property insured and the premiums paid as aforesaid, then and in either event, Camella N. Hooper, her heirs or assigns, may declare this contract null and void and retake possession of the said property and any and all payments made hereunder shall be retained by the vendor as liquidating damages in the premises and as rent for the same.

FIFTH: When the entire purchase money, together with interest thereon has been paid in full as provided herein the vendor will execute a full warranty deed conveying the aforesaid property to the vendees clear of encumbrances as joint tenants with the right of survivorship, so that upon the death of one of them before a severance, the interest of such deceased joint tenant shall pass to the survivor of them.

SIXTH: This contract shall inure to the benefit of and shall be binding on the heirs, assigns and personal representatives of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 25 day of March, 1951.

(S) CAMELLA N. HOOPER (SEAL)

(S) CLYDE THOMPSON (SEAL)

(S) SYBLE THOMPSON (SEAL)

STATE OF ALABAMA

BOOK 021 PAGE 209

BALDWIN COUNTY

I, Madeline S. Bryars, a Notary Public, in and for said State and County, hereby certify that Camella N. Hooper and Clyde Thompson and Syble A. Thompson, his wife, whose names are signed to the foregoing contract, and who are known to me, acknowledged before me on this day that, being informed of the contents of the contract, they executed the same voluntarily on the day the same bears date.

And I do further certify that on the 25 day of March, 1951, came before me the within named Syble A. Thompson, known to me to be the wife of the within named Clyde Thompson, who, being examined separate and apart from her husband, touching her signature to the foregoing contract, acknowledged that she signed the same of her own free will and accord and without fear, constraint or threats on the part of her husband.

Given under my hand and seal this the 25 day of March, 1951.

(S) MADELINE S. BRYARS
Notary Public, Baldwin Co., Ala.

STATE OF ALABAMA.
BALDWIN COUNTY

Assignment

We, the undersigned Clyde Thompson and Syble A. Thompson, do hereby transfer and assign the above contract to Walter M. Lindsey this the 20th day of November 1954.

(S) CLYDE V. THOMPSON

Witness;

(S) SYBLE A. THOMPSON

(S) JAMES H. LINDSEY

(S) WILSON HAYES

STATE OF ALABAMA)
BALDWIN COUNTY)

ASSIGNMENT

We, the undersigned Walter M. Lindsey, and Eloise Lindsey, his wife, assign the above contract to Clyde Thompson and Syble A. Thompson this the 6th day of June, 1955.

(S) WALTER M. LINDSEY

WITNESS:

(S) JAMES H. LINDSEY

(S) ELOISE LINDSEY

(S) JAMES R. OWEN